

# Exhibit 4

(corrected)

Kathleen Stark

April 26, 2007

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

FRED and KATHLEEN STARK, a  
married couple,

Plaintiffs,

vs.

THE SEATTLE SEAHAWKS, FOOTBALL  
NORTHWEST, LLC, a Washington  
limited liability company,  
FIRST & GOAL, INC., a Washington  
corporation, THE WASHINGTON  
STATE PUBLIC STADIUM AUTHORITY,  
a Washington municipal  
corporation, and LORRAINE HINE,  
in her capacity as chair of the  
Washington State Public Stadium  
Authority board of directors,

Defendants.

ORIGINAL

No. CV06-1719 JLR

Deposition Upon Oral Examination Of  
KATHLEEN J. STARK

1:15 p.m.

April 26, 2007

1111 Third Avenue, Suite 3200  
Seattle, Washington

REPORTED BY: Keri A. Aspelund, RPR, CCR No. 2661

Kathleen Stark

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1 Q. If you look at paragraph 3, Mrs. Stark, it's  
2 on page 2, does that refresh your recollection as to  
3 when the first time that you were pat down at a  
4 Seattle Seahawks game?

5 A. Yes.

6 Q. Do you recall pat-downs occurring before  
7 August 2005 at Qwest Field?

8 A. No, I don't.

9 Q. And you don't have any reason to disagree  
10 with the testimony of your husband that it was August  
11 22nd, 2005?

12 A. That's correct.

13 Q. Turning back to Exhibit-51. At the time you  
14 purchased your playoff tickets for the 2005 season,  
15 you were aware of the pat-down policy at Qwest Field,  
16 is that correct?

17 MR. WION: Object to the form.

18 A. Well, yes.

19 Q. Is it correct that you handle -- that the  
20 season tickets are in your name, Mrs. Stark?

21 A. Yes.

22 Q. And so you handle the renewal of season  
23 tickets each year?

24 A. Right.

25 Q. And the purchase of playoff game tickets?

1 Q. And you renewed your season tickets for the  
2 2006 season?

3 A. Yes.

4 Q. And at the time you renewed your season  
5 tickets for the 2006 season, you were aware of the  
6 pat-down policy for Seattle Seahawks games at Qwest  
7 Field, correct?

8 A. Correct.

9 (Exhibit-53 marked.)

10 Q. I'm going to hand you what has been marked  
11 as Exhibit-53, and take a moment to look at the  
12 document, and then please tell me --

13 A. I -- okay.

14 Q. -- whether you recognize that document?

15 A. Yeah, well, they look so much alike.

16 I was looking at this one thinking it was  
17 2007, but now I see that I have the 2007 here, okay,  
18 yes.

19 Q. And what is this document?

20 A. It's the invoice for the 2007 season  
21 tickets.

22 Q. And did you renew your season tickets for  
23 2007?

24 A. Yes, I did.

25 Q. Do you recall when you renewed your season

1 A. I think to volunteer for something is to  
2 step forward on your own initiative and volunteer to  
3 do something.

4 Q. I didn't ask what volunteering is, Mrs.  
5 Stark, I asked what the term "voluntary" means.

6 A. Voluntary.

7 MR. WION: Same objection.

8 A. Voluntary. That's kind of hair splitting.

9 Again, it's something you are willing to do  
10 on your own volition.

11 Q. Do you attend -- is your attendance at  
12 Seattle Seahawks games voluntary?

13 A. Yes.

14 Q. No one makes you go to the Seattle Seahawks  
15 games, do they?

16 A. (Shakes head.) No. Sorry.

17 Q. And you're aware that pat-downs are a  
18 requirement to enter Qwest Field, correct?

19 A. Correct.

20 Q. And you are willing to go through the  
21 pat-downs because you want to attend Seattle Seahawks  
22 games, is that correct?

23 MR. WION: Object to the form.

24 A. That is correct.

25 Q. And you're aware that you have the right to

1 not attend Seahawks games, correct?

2 A. Correct.

3 Q. And by not attending a Seattle Seahawks  
4 game, you would not have to be pat down, correct, by  
5 Seattle Seahawks security people?

6 A. Correct.

7 Q. Do you have an understanding of what the  
8 term "consent" means?

9 MR. WION: Object to the form.

10 A. It means to agree to something.

11 MR. WION: When you're at a good place, it  
12 might be about time for a break. It's been about an  
13 hour.

14 MR. AINSWORTH: Oh, it has, you're right.  
15 Just let me ask a couple questions.

16 MR. WION: Sure.

17 MR. AINSWORTH: I'm a slow thinker, so I  
18 have to apologize.

19 Actually, let's go ahead and take a break  
20 now.

21 (Brief recess.)

22 Q. Mrs. Stark, I believe I asked you whether in  
23 2007 you discussed with your husband whether to renew  
24 your season tickets for 2007; did you have any  
25 discussions with your husband in 2006 as to whether to

1 be pat down as a requirement to enter the stadium?

2 A. Yes.

3 Q. And no one has ever threatened you to cause  
4 you to agree to be pat down to attend a Seahawks game?

5 A. Pardon me?

6 Q. No one has ever threatened you in order to  
7 get you to consent to attend -- I'm sorry, strike  
8 that.

9 No one has ever threatened you in order to  
10 get you to agree to the pat-down in order to attend a  
11 Seahawks game?

12 A. Well, the threat is that you're not allowed  
13 to enter the stadium.

14 Q. So, the consequence of not agreeing is you  
15 cannot enter the stadium, is that right?

16 A. That's the way I understand it.

17 Q. But no one has threatened you with physical  
18 force in order to get you to consent or agree?

19 A. That's correct.

20 Q. Have any police officers ever instructed you  
21 that you must consent?

22 A. No.

23 Q. Why did you decide in November 2006 to file  
24 this lawsuit against the Seattle Seahawks, FGI, the  
25 Public Stadium Authority, and Lorraine Hine?

1 Q. I'm asking you for your understanding of  
2 what your ticket terms mean. Your lawyer will argue  
3 with me later about the legality of that, but I am  
4 asking you for your understanding.

5 MR. WION: I think she's answered that. Do  
6 you have another question that you're posing?

7 Q. I don't think she did answer it, so let me  
8 restate it again.

9 My question is, do you understand that by  
10 tendering your ticket and entering Qwest Field, you  
11 consented to the searches and waived any claims  
12 against the NFL, the Seattle Seahawks, and First &  
13 Goal?

14 MR. WION: Objection, compound, among other  
15 objections, also calls for a legal conclusion about a  
16 document she's read for the first time right here in  
17 this room.

18 MR. AINSWORTH: Counselor, can you stop the  
19 long speaking objections. I think objection to form  
20 is all that is needed in this district.

21 MR. WION: I think those objections are  
22 appropriate, and I think she's answered your question.

23 MR. AINSWORTH: I don't think she has. If  
24 you want, we can have the court reporter read it back.

25 MR. DUNBAR: I think there have been some



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1 kind of lengthy objections here, Chris, respectfully,  
2 and I think at a certain point it's just quicker to  
3 get an answer and move on.

4 MR. WION: I'm happy to do that. I've  
5 attempted to have short, brief objections that are  
6 appropriate, and we continue to have what appear to be  
7 the same question or a minor modification of the same  
8 question to which I have the same objections, but  
9 apparently they're not improving the quality of the  
10 question, so I'm attempting to provide you with the  
11 information you might need to ask a question that is  
12 not objectionable.

13 MR. DUNBAR: You're not instructing the  
14 witness to not to respond, correct?

15 MR. WION: I am not doing that. I have not  
16 done that.

17 MR. DUNBAR: I think at a certain point it  
18 might be appropriate to say same objection, and then  
19 allow the witness to respond, and we'll finish a  
20 little sooner this afternoon.

21 MR. WION: John, I did do that a number of  
22 times, it did not appear to be effective, so I felt it  
23 was appropriate to provide a slightly fuller  
24 explanation of the objection.

25 MR. DUNBAR: Okay.

1 MR. WION: I think --

2 MR. DUNBAR: You've done that now, so let's  
3 just move on.

4 MR. WION: I understand.

5 MR. DUNBAR: I hear you. Let's just move  
6 on.

7 MR. WION: I'm happy to move on.

8 MR. AINSWORTH: All right, could you read  
9 back my question, because I'm sure Mrs. Stark has long  
10 since forgotten what it was.

11 (Reporter read back as follows:

12 "My question is, do you understand  
13 that by tendering your ticket and  
14 entering Qwest Field, you consented to  
15 the searches and waived any claims  
16 against the NFL, the Seattle Seahawks,  
17 and First & Goal?")

18 MR. WION: Same objections.

19 A. Yes.

20 MR. AINSWORTH: If you can give me a couple  
21 minutes to go through my notes, and then I'll be ready  
22 pass on to John.

23 MR. WION: Sure.

24 (Brief recess.)

25 Q. Mrs. Stark, have you had any communications

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S-I-G-N-A-T-U-R-E

I declare under penalty of perjury under  
the laws of the State of Washington that I have read  
my within deposition, and the same is true and  
accurate, same and except for changes and/or  
corrections, if any, as indicated by me on the CHANGE  
SHEET flyleaf page hereof. Signed in.....,  
WA, on the.....day of....., 2007.

.....  
KATHLEEN J. STARK

Taken: April 26, 2007

Keri A. Aspelund

C-E-R-T-I-F-I-C-A-T-E

STATE OF WASHINGTON )

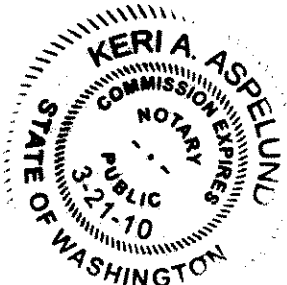
) ss.

COUNTY OF KING )

I, the undersigned Registered Professional reporter and an officer of the Court under my commission as a Notary Public for the State of Washington, hereby certify that the deposition upon oral examination was taken before me and transcribed under my direction;

That each witness was duly sworn by me to testify truthfully; that the transcript of the deposition is a full, true, and correct transcript; that I am neither attorney for, nor a relative or employee of, any of the parties to the action or any attorney or counsel employed by the parties hereto, nor financially interested in its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30 day of April, 2007.



/S/ KERI A. ASPELUND

*Keri Aspelund*  
NOTARY PUBLIC in and for the State of Washington, residing at Tacoma. Commission expires March 21, 2010. CCR No. 2661